GENERAL TERMS AND CONDITIONS

1. **Entire Agreement.** Except as otherwise agreed in writing by Buyer and Seller, these General Terms and Conditions ("Terms") constitute the final expression of the agreement between Buyer and Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants, representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of these Terms other than general commercial terms that vary from purchase order to purchase order such as location, dates and price, and any such provision or modification will be void and of no effect. No modification or extension of these Terms by Buyer will be binding unless it is in writing and is signed by an authorized representative of Seller, and no modification of these Terms shall be effected by the parties' course of dealing, usage, or trade custom. In addition, no application of §2.207 of the Uniform Commercial Code (or its local equivalent) to "knock out" or otherwise modify, amend, supplement or supersede any terms or conditions of these Terms, shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these Terms. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of these Terms.

2. **Separate Transactions.** All Purchase Orders shall be subject to written acceptance by Seller. Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer s in default of any term or condition of these Terms, Seller may, at its option, without waiving its right to terminate these Terms, defer further shipments hereunder until such default is remedied (in which event Seller may elect to extend the Term of these Terms for a period of time equal to the period of time during which shipments were so deferred), or, in addition to any other right or remedy at law or in equity, Seller may decline further performance of these Terms. Seller may furthermore delay or refuse to ship Product to Buyer if Buyer delays delivery, is in breach of any provision of these Terms, or if in Seller's opinion the delivery or use of Product may result in an environmental health or safety danger or hazard. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. If, in the judgment of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may, without notice to Buyer, suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under these Terms except upon receipt, before shipment, of payment in full or satisfactory security for such payment. Buyer agrees, upon request, to provide Seller with its most recent financial statements and such other evidence of corporate and financial standing as Seller may reasonably request from time to time to evaluate Buyer's creditworthiness.

3. **Product Returns.** No Product sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 25% of the then current sale price FOB Seller's warehouse as indicated in the Product return approval, with return freight charges for Buyer's account. For Product that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates. If Seller orders Products based on an estimate provided by Buyer or orders Products which Seller does not normally carry in inventory, Buyer shall be obligated to purchase all such Products unless Seller is able to resell the Products at the same price and on substantially the same terms and conditions within thirty (30) days after receipt of such Products by Seller.

4. **Warranties.**
   4.1 Subject to Sections 4.2, 4.3 and 4.4, Seller will replace, if necessary, any Product that does not meet the "Product Specifications Submitted by Buyer", if any, on page one (1) of the attached cover sheet or if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Product in lieu of replacement.
   4.2 Replacement of, or credit for, defective Products is subject to and conditional upon:
   (a) Buyer's account with Seller being current and in good standing;
   (b) written notice from the Buyer within seven (7) days of delivery of any Product hat does not meet specifications;
   (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications;
   (d) the provision of a sample of the Product to Seller for testing;
   (e) proper storage of the Product in accordance with Seller's or manufacturer's instructions;
   (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Product in the receptacle; and
   (g) use of Products for their intended purpose.
   4.3 This warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products.
   4.4 The Buyer agrees to use the Products in accordance with:
   (a) any instructions provided to it by Seller from time to time;
   (b) all federal, state and local laws and regulations governing the storage, use and maintenance of the Products; and
   (c) best industry practices.
   4.5 Section 4.1 constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.
   EXCEPT AS EXPRESSLY SET FORTH HEREIN SELLER MAKES NO WARRANTIES, EXPRESS OR INPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOTHING CONTAINED HEREIN SHAL BE CONSTRUED AS A WARRANTY WITH RESPECT TO THE RESULTS OBTAINED OR OBTAINABLE FROM THE USE OF ANY PRODUCTS SUPPLIED OR THE WORK OR SERVICES PERFORMED BY SELLER HEREUNDER.
   4.6 Determination of the suitability of the Product(s) supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of Buyer.

5. **Claims.** No claim shall be allowable after any such Product has been repackaged, processed, altered or combined with any other material in any manner, and claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Product shall be deemed to be waived by the Buyer unless made in writing within seven (7) days from the date of receipt at destination. The remedies of the parties as set forth in these Terms and are cumulative and nonexclusive. No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one (1) year after the occurrence of the event giving rise to such cause of action.

6. **Limitation of Liability; Limitation of Damages; Remedies.** BUYER ASSUMES AND RELEASES SELLER OF AND FROM ALL RISKS AND RESPONSIBILITY RESULTING FROM THE PURCHASE, HANDLING, USE, STORAGE, OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYER'S SOLE RISK. BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, AND BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER, ITS SUBSIDIARIES, AFFILIATED COMPANIES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY "SELLER GROUP") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF ANY USE, HANDLING, STORAGE OR RESALE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUP'S TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT OR STRICT LIABILITY OR FOR INDEMNITY, DEFENSE OR OTHERWISE SHALL IN NO EVENT (A) IN THE CASE OF PRODUCT RELATED CLAIMS, EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE QUANTITY OF PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, OR (B) FOR ALL OTHER CLAIMS, EXCEED THE DAMAGES DIRECTLY AND PROXIMATELY CAUSED BY THE EVENT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF BUYER TO MITIGATE ITS DAMAGES. IN THE CASE OF BULK DELIVERIES, SELLER GROUP'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DELIVERY OF PRODUCT IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF BUYER TO MITIGATE ITS DAMAGES. BUYER HEREBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PURPOSE, THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT OR OTHER APPLICABLE LAW.

7. **Safety.**
   7.1 Buyer acknowledges that there may be hazards associated with the possession and use of the Product and its containers and shall assume all liability resulting from, or in any way connected with, its or their possession, transportation, handling, resale or use or its or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Product, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Safety Data Sheet(s) ("SDS"). Upon request of Buyer, Seller shall supply Buyer with additional SDS. Buyer understands that the Product must not be handled or used without first consulting the SDS. Buyer will ensure that all of its employees and all other persons who might become exposed to the Product receive and refer to copies of the SDS.
   7.2 In the event that Seller elects to respond to an emergency involving Product sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such emergency. Buyer furthermore agrees to defend, indemnify and save Seller Group harmless from and against any and all losses, damages, injuries, liabilities, actions, claims or proceedings of whatever nature, arising directly or indirectly in connection with such emergency, whether or not based on Seller Group's acts or omissions.

8. **Returnable Containers.** Buyer acknowledges that all returnable containers shall remain the property of Seller and shall not be used by Buyer for purposes other than the storage of Product delivered therein by Seller. Buyer undertakes to return such containers to Seller promptly when empty, but in no event later than ninety (90) days from the date of delivery. Buyer shall pay Seller's container deposit charges, as established by Seller from time to time, and shall remit the amounts of such charges when making payment for the Product delivered therein. Container deposit charges shall be refunded to Buyer upon return of the containers, provided they are returned to Seller in good and reusable condition (normal wear and ear excepted) within ninety (90) days of the date o delivery and have been used only for storage of the original contents. If returnable containers are not returned in such condition within ninety (90) days of delivery the deposit shal be forfeited and retained by Seller. In addition to the forfeiture of the deposit, Buyer shall be liable to Seller for an amount equal to the difference between the deposit and the replacement cost of any returnable container that is not returned to the Seller. Buyer accepts sole responsibility for the disposal of any containers and their contents in accordance with applicable law. Buyer agrees to defend, indemnify, and save Seller Group harmless from and against any and all Claims arising from Buyer's handling, use, storage, or disposal of any container or its contents.

9. **Delivery.**
   9.1 Unless otherwise agreed in writing by Seller (a) all prices are net, FOB carrier, Seller's warehouse and (b) title to and risk of loss of the Product shall pass to Buyer at FOB point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time of transfer of title to Buyer.
   9.2 Buyer shall cooperate fully with Seller's efforts to deliver Product, and shall be appropriately prepared to safely and promptly receive Product when delivered.
   9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received. Any shortage, excess, misshipment, or defect in any Product must be reported to Seller within seven (7) days of receipt of the Product by Buyer. Seller shall not be responsible for any Claim for shortages or failure to meet specifications after this time. In case of bulk carload or tank car shipments, Seller's weight, shall govern absent manifest error.
   9.4 Buyer shall provide adequate access to on-site tanks, or other suitable receptacles, to allow for the efficient unloading of the Products.
   9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel these Terms, or to claim damages in respect thereof. Delivery of Products to Buyer's location shall constitute delivery to Buyer; and all risk of loss or damage shall thereupon be assumed by Buyer.
   9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Product, but such assistance will be rendered at Buyer's sole risk. BUYER SHALL DEFEND, INDEMNIFY AND SAVE SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CLAIMS OR PROCEEDINGS OF WHATEVER NATURE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, THE LOADING, DELIVERY OR UNLOADING OF THE PRODUCTS WHETHER OR NOT BASED ON SELLER GROUP'S ACTS OF OMISSIONS.
   Demurrage and Buyer's Delay. If Products are shipped in tank wagons or hopper trucks furnished by a carrier, all charges made by the carrier or detention at destination shall be for Buyer's account and shall be payable to Seller. Buyer shall unload and return delivery equipment to carrier within the tariff or contracted period without incurring any demurrage and/or detention charges. If the delivery of Products is delayed or prevented by circumstances control Buyer, including, without limitation, by Buyer's inability to accept delivery, Buyer shall pay all costs associated with the delayed delivery, storage of the Products, nsurance, and any costs incurred by Seller in making further attempts deliver the Products.
   Revision of Price. Seller shall have the right to revise the price of any Product by written notice made by (a) e-mail, (b) regular first class mail, or (c) facsimile transmission to Buyer. In the event Seller is prevented by any governmen restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate these Terms upon fifteen (15) days prior written notice to Buyer. Notwithstanding the foregoing, Seller may adjust the of any imported Product without notice at any time after order acceptance to the extent necessary to account for changes in applicable foreign exchange rates or any changes in customs duties or other governmental imposts.
10. **Payment, Price and Non-Price Charges; Credits.**
    12.1 Unt a specific order is shipped by Seller, quoted prices are subject to change without notice. Orders may not be cancelled once accepted by Seller. Seller reserves the right to correct any clerical or mathematical errors.
    12.2 Unless otherwise agreed in writing by Seller, payment terms are net thirty (30) days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptan by Seller of sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. Buyer agrees to pay all taxes (if any) upon the sale, delivery, storage and use o Product. Buyer shall reimburse Seller for all increases in or new taxes, excises, duties or other charges which Seller may be required to pay to any federal, state or local government upon, or measured by, the production, s transportation or use of, any Product sold hereunder, (excluding taxes on Seller's income and property).
    12.3 If Buyer does not pay on time, Seller may (a) place Buyer on C.O.D., (b) suspend deliveries, and/or (c) charge interest at a rate of two percent (2%) per month (compounded monthly), or the maximum allowed under applicable l if less, on all overdue charges and interest.
    12.4 Buyer shall pay the fees and prices set forth in these Terms and any other special non-price charges (including temporary emergency, plant outage, insurance and fuel and energy surcharges) that Seller may assess, from time time. Non-price charges are not subject to the provisions of Section 11 and may be amended or added at Seller's discretion. Any credit issued by Seller to Buyer on account of Products may only be applied against the cost of su purchases from Seller and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply he credit prior to s expiry date.
    12.5 Buyer shall have no right of set-off or withholding and no deduction of amounts due from Buyer to Seller shall be made without Seller's prior express written approval.
11. **Force Majeure; Allocation of Product.**
    13.1 Seller shall not be liable in damages or otherwise, for delay or impairment or failure of performance by reason of causes beyond Seller's reasonable control, including without limitation, claims of force majeure, allocations of product, work stoppages or slow-downs; plant closures, or price increases by Sellers suppliers; strikes; labor difficulties; shortage of fuel, power, raw materials or supplies; inability to obtain shipping space; transportation delays; fire; floods, accidents; riots; acts of God; war or terrorism; governmental interference or embargo; and Buyer waives any right to assert a Claim against Seller in respect thereof. If any force majeure event continues for more than thirty (30) days th Seller may terminate these Terms upon written notice to Buyer. Nothing contained in this section shall be interpreted or construed to require Seller to sell Products to Buyer if such sale would have an adverse economic impact on Sel
    13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Products for any reason, Seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a Claim against Seller in respect thereof.
12. **Shipping Methods and Schedules.** Unless at the time of Buyer's acceptance of Seller's quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.), Seller will use its judgment in selec the carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays. If Buyer delays delivery of any Product, Se may invoice Buyer for such Product, and hold it at Buyer's sole risk and expense pending instructions from Buyer.
13. **General Provisions.**
    15.1 If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law or violates any applicable law, Seller will have the right, by written notice, to immediately terminate these Terms. Seller m also terminate these Terms, in addition to any other rights Seller may have a law or in equity, if within ten (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default.
    15.2 Buyer may not assign these Terms without the prior written consent of Seller. For the purposes of these Terms, assignment shall include any assignment by merger or other operation of law. These Terms shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto. Buyer will obtain a written assumption of these Terms, in form acceptable to Seller, from any permitted transferee of Buyer. Any purpo assignment in violation of this Section shall be void and of no effect.
    15.3 These Terms shall be governed by and enforced in accordance with the laws of the state in which the Seller's corporate office is located without reference to its conflict of law rules. Buyer, by taking delivery of any Product hereund shall be conclusively deemed to have consented to the personal jurisdiction of the aforementioned state and to have waived any right to object to such jurisdiction on any basis, including but not limited to, forum non conveniens. Se shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any court proceeding brought by Seller in connection with these Terms. Each party knowingly, voluntarily, and intentionally waives, to the fulle extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to these Terms. Each party represents that it has consulted or had opportunity to consult legal counsel with respect to this waiver.
    15.4 At Seller's option, any dispute, controversy, or Claim between the parties (a "Dispute") that (a) does not involve a third party and (b) arises out of or relates in any way to (i) these Terms or (ii) any sale and purchase or use of Products hereunder shall be subject to the following dispute resolution procedure. The parties will attempt in good faith to resolve any Dispute through negotiations between an Executive Officer of each of the parties with authority to settle the Dispute. If the Dispute has not been settled within thirty (30) days from the date on which the party initiating the Dispute has served written notice on the other party, then the Dispute shall be solely, exclusively and finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall take place before a single arbitrator unless the amount in controversy exceeds two hundred and fifty thousand USD ($250,000), in which case the arbitration shall take place before a panel of three (3) arbitrators. The arbitrator(s) shall be knowledgeable in either the chemical or distribution industry. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator. In the event three arbitrators are appointed, each party shall pay for the cost of its own arbitrator plus one-half of the cost of the third arbitrator. Except as otherwise provided, each party shall bear its own costs relating to the arbitral proceedings irrespective of its outcome. All other costs, fees and expenses shall be split equally between the parties. Arbitration shall take place in the state in which the Seller's corporate office is located. The language of the arbitration shall be English. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by these Terms, or any injunctive or any other equitable relief. This Section is the sole recourse for the resolution of any disputes arising out of, in connection with, or related to these Terms. provided, however, that nothing in these Terms shall preclude either party from seeking injunctive or equitable relief in accordance with applicable law or seeking redress from the courts for any Dispute involving a third party. No demand for arbitration may be made under this Section more than one year after the occurrence of the event giving rise to such demand. The parties hereby expressly exclude the application of The United Nations Convention on Contracts for the International Sale of Goods to these Terms, including, without limitation, Article 35(2) thereof.
    15.5 Except as to revisions in price which are governed by Section 11 herein, any notices required or given in connection with these Terms shall be sent or delivered in writing and be made by (a) registered mail, (b) certified mail, with receipt requested, (c) courier mail, or (d) fax (with confirmation of receipt), to the address and to the attention of the persons specified on the cover sheet, which the parties agree to promptly update as necessary. For any notice relat to a breach or termination hereof to be effective against Seller, a copy of such notice shall be sent to Brenntag North America, Inc., 5083 Pottsville Pike, Reading, PA 19605, Attention: General Counsel. Notice shall be deemed given the day on which it is actually received or refused by the other party.
    15.6 The waiver by either party of any of its rights under these Terms shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compli with each and every term or condition contained herein. No waiver shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates.
    15.7 If any provision or provisions of these Terms shall be held to be illegal or unenforceable the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The Section headings are for convenience only and shall not be used in interpreting or construing these Terms.
    15.8 All specifications, formulae, drawings, illustrations, descriptive matter and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of these Terms, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions will entitle the Buyer to rescind these Terms or seek compensation or damages.
    15.9 Seller may vary or amend these Terms at any time and such changes shall apply to orders placed after the change.
    15.10 If Buyer requests any amendment to these Terms, Seller may increase the price of Products to account for any increased costs occasioned thereby.
    15.11 Buyer represents and warrants that it is not a "Prohibited Person" as defined by the Office of Foreign Assets Control.
    15.12 Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell, otherwise distribute the Products to third parties without the prior written consent of Seller. Even if Seller's consent is granted, Buyer agrees to comply with all applicable export laws and regulations with respect to the Products and not to transship or resell Product to any person or entity who is a "Prohibited Person" as defined by the Office of Foreign Assets Control.
    15.13 Buyer shall not use the Seller's trademarks or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Seller's trademarks. Buyer acknowledges that Buyer is not being licensed any right or interest of any kind in Seller's trademarks and that Buyer may not use same without the prior written consent of Seller.
    15.14 The relationship of the parties hereto is that of Buyer and Seller. Nothing in these Terms, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, neither party shall be empowered to bind the other party in any way, to incur any liability or otherwise act on behalf of the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.
    15.15 Buyer will maintain true and complete records in connection with the purchase and sale of Products. Such records will be retained by the Buyer for at least twenty-four (24) months following the delivery of the Products. In order to determine whether Buyer has complied with its obligations under these Terms Seller will have the right, subject to appropriate provisions on confidentiality, to inspec Buyer's records during regular business hours provided such inspection do not unreasonably interfere with Buyer's business.
    15.16 The terms of these Terms are strictly confidential and Buyer shall not use or disclose the terms hereof without Seller's prior written consent.
    15.17 These Terms shall not be construed more strongly against either party regardless of which party is more responsible for their preparation.
    15.18 These Terms may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the other Signature by facsimile or by e-mail in portable document format (.pdf) shall also bind the parties to these Terms.
    15.19 Any provision of these Terms that expressly or by its nature is intended to survive the termination of these Terms shall survive indefinitely.

(REV. 11.2)

EXHIBIT 3